

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
State Procurement Bureau  
165 Mitchell Building  
PO Box 200135  
Helena, MT 59620-0135  
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TTY Users-Dial 711  
<http://www.mt.gov/doa/gsd>

**T.C. #: SPB08-1529R**  
**Title: MICROFILM EQUIPMENT AND SUPPLIES**  
**This is an exclusive contract.**

CONTRACT TERM	FROM	JANUARY 1, 2008	CONTRACT STATUS	NEW (XX)
	TO	DECEMBER 31, 2010		RENEW ( )
VENDOR ADDRESS	MULTIPLE CONTRACT HOLDERS INFORMATION FOUND ON PAGE 10		ORDER ADDRESS	
ATTN:			ATTN:	
PHONE:			PHONE:	
FAX:			FAX:	
E-MAIL:			E-MAIL:	

PRICES: PER CONTRACT

DELIVERY: PER CONTRACT

F.O.B.: PER CONTRACT

TERMS: PER CONTRACT

REMARKS:

IFB No.: SPB08-1529R

RHONDA R. GRANDY, CONTRACTS OFFICER

DATE:

**AUTHORIZED SIGNATURE**

## Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a contractor/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the contractor/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning non-visual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

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Revised 11/06

### **1.0 INTRODUCTION**

The STATE OF MONTANA, Department of Administration, State Procurement Bureau (hereinafter referred to as "the State") is issuing this term contract for Microfilm Equipment and Supplies. A more complete description of the supplies is described in Section 5.0 of this term contract. Bids submitted in response to the solicitation complied with the instructions and procedures as described in SPB08-1529R.

### **1.1 CONTRACT TERM**

The contract term is for a period of two years beginning January 1, 2008 and ending December 31, 2010. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years, at the option of the State.

### **2.0 DELIVERY REQUIREMENTS**

**2.0.1 Shipping.** Weekends and holidays excepted, deliveries shall be **F.O.B. DESTINATION**, to the location requested by the State. The term "F.O.B. destination, within the State's premises," as used in this clause, means free of expense to the State and delivered to the location specified. The Contractor shall:

- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required;
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- Deliver the shipment in good order and condition to the point of delivery requested by the State;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the State at the delivery point;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

### **3.0 PREFERENCE NOT APPLIED**

Reciprocal preference will not be applied to this purchase because federal funds are involved (ARM 2.5.408).

### **3.1 PURCHASING CARD**

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

### **3.2 EXCLUSIVE CONTRACT**

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is considered to be an "Exclusive" use contract and state agencies

## **MICROFILM EQUIPMENT AND SUPPLIES**

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must obtain the specified product/service from the contract holder(s), unless the contract allows otherwise. However, the State Procurement Bureau does not guarantee any minimum usage totals and it is the individual agency's responsibility to comply with the terms of the contract.

### **3.3 COOPERATIVE PURCHASING**

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

### **3.4 TERM CONTRACT REPORTING**

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. The first report for this term contract will be due **June 15, 2008.**

Reported volumes and dollar totals may be checked by the State Procurement Bureau against state records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

### **3.5 CONTRACT TERMINATION**

**3.5.1 Termination for Cause with Notice to Cure Requirement.** The State may terminate this contract for failure of the Contractor to perform any of the services, duties, or conditions contained in this contract after giving the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than **15 DAYS**. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

### **4.0 PRICES**

**4.0.1 Taxes, Shipping, and Invoicing.** The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this contract, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the State unless specifically excluded. Contract prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this contract, upon submission of a proper invoice, the prices stipulated herein for products delivered to and accepted at the specified State location(s).

**4.0.2 Cost Increase by Mutual Agreement.** After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement, only at the time of renewal.

### **5.0 SPECIFICATIONS AND PRICING SCHEDULE**

## MICROFILM EQUIPMENT AND SUPPLIES

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- 1.0 SILVER HALIDE MICROFILM: 16mm, AHU 1460 (ESTAR base).  
Agfa, COPEX PAN AHU PET 13, Fuji #HR21, 100' rolls, 100 rolls per case, or equal.
- MAKE/BRAND/MODEL: AGFA#3T8MA
- COST PER CASE: \$392.00 Crowley Micrographics
- 2.0 BOXES: Black plastic snap, for 16mm film.
- MAKE/BRAND/MODEL: Zeta/SBBK/Z044001
- COST PER BOX: \$36.40 Anacomp, Inc.
- 3.0 ENVELOPES: Acid free, closed end, for microfiche storage.  
NOTE: (Specify Open Top or Open Top and End). 4,000/cs.
- MAKE/BRAND/MODEL:Conveo/100PL/A040011
- COST PER CASE: \$72.00 Anacomp, Inc.
- 4.0 JACKETS: 5 channel microfilm, for 16mm roll film, 6" x 4 1/16" depth with 5/16" white title Clear ribbed jackets. 1,000/box. Microseal #CR64516 or equal.
- MAKE/BRAND/MODEL: Eurosystems/ES00001
- COST PER BOX: \$55.00 Anacomp, Inc.
- 5.0 LAMP BULB: for 3M 800 series reader/printer, bulb #DDL or equal.
- MAKE/BRAND/MODEL: DDL
- COST PER EACH: \$9.50 AMS Imaging, Inc.
- 6.0 LAMP BULB: for GAF 16/35 roll film duplicator, bulb #043976.
- MAKE/BRAND/MODEL: GAF16/35
- COST PER EACH: \$186.87 AMS Imaging, Inc.

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- 7.0 JACKETS: 2 channel for 35mm roll film, 6 x 4 1/16" depth with 1 inch white title area. Clear Ribbed Jackets. 1,000 jackets per case.  
MAKE/BRAND/MODEL: Eurosystems/ES00002  
COST PER CASE: \$62.30 Anacomp, Inc.
- 8.0 TAKE-UP REELS: 16MM, Solid white for archival storage, Square/square, 500/case.  
MAKE/BRAND/MODEL: Zeta/SFW/SS/Z043905  
COST PER CASE: \$80.00 Anacomp, Inc.
- 9.0 TRAILERHOLDERS: Model 16, Kodak Cat #149-1703, box of 1,000.  
MAKE/BRAND/MODEL:Kodak/149-1703/E022607  
COST PER EACH: \$158.35 Anacomp, Inc.
- 10.0 SLICING TABS: 16MM Clear Splice, In large bags or rolls., 2 rolls per box, 1,000 tabs total.  
MAKE/BRAND/MODEL: Zeta/C16/Z043951  
COST PER EACH: \$15.15 Anacomp, Inc.
- 11.0 SPLICING TABS: 35MM Clear Splice, in large bags or rolls, 1,000 per box.  
MAKE/BRAND/MODEL: Zeta/C35/Z043957  
COST PER EACH: \$34.65 Anacomp, Inc.
- 12.0 KODAK PROSTAR TAPE AND DISPENSER: Cat #199-0977, or equal, 1,000 /case.  
MAKE/BRAND/MODEL: Kodak/199-0977/E022125  
COST PER CASE: \$16.30 Anacomp, Inc.
- 13.0 BOXES: 35mm white with printed lines, 1,000/case, cardboard microfilm, or equal.  
MAKE/BRAND/MODEL: Zeta/Z043976  
COST PER CASE: \$161.50 Anacomp, Inc.
- 14.0 DEVELOPER: Microfilm for Prostar (FR #2-247) or (Solutek 304-14) pre-mixed. 4/1 gal btls/cs.  
MAKE/BRAND/MODEL: Solutek/304-14/SO42301  
COST PER CASE: \$42.00 Anacomp, Inc.



## MICROFILM EQUIPMENT AND SUPPLIES

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- 15.0 FIXER: Microfilm for Prostar (FR #32-254) or (Solutek 311-14) pre-mixed. 4/1 gal btls/cs.  
MAKE/BRAND/MODEL: Solutek/311-14/SO42302  
COST PER CASE: \$30.00
- 16.0 SYSTEM CLEANER FOR PROCESSOR: Non-chromate (FR #11-030) or (Solutek). 4/1 gal btls/cs.  
MAKE/BRAND/MODEL: Solutek/715-87/SO42342  
COST PER CASE: \$42.25 Anacomp, Inc.
- 17.0 DIRECT DUPLICATING FILM: 16mm x 1,000' x 4.2. Kodak #810-5652, or equal, 10 rolls per case.  
MAKE/BRAND/MODEL: Kodak/710-5652/E023504  
COST PER CASE: \$404.00 Anacomp, Inc.
- 18.0 DIRECT DUPLICATING FILM: 35mm x 1,000' x 4.2. Kodak #811-3896, or equal, 10 rolls per case.  
MAKE/BRAND/MODEL: AGFA#3M9KL  
COST PER CASE: \$658.90 Crowley Micrographics
- 19.0 TAKE-UP REELS: 35mm open flange plastic square/square. 250/case.  
MAKE/BRAND/MODEL: Zeta/OFR35SS/Z043907  
COST PER CASE: \$53.50 Anacomp, Inc.
- 20.0 Ammonia Aqueous 26 Baume, product code 0329182 (Bell & Howell), 4-1 gallon bottles per case.  
MAKE/BRAND/MODEL: MichelinDiaz/M090003  
COST PER CASE: \$49.45 Anacomp, Inc.
- 21.0 Self-threaders dual strand, Kodak Prostar #146-5194 3 packages/pkg.  
MAKE/BRAND/MODEL: Kodak/146-5194/E022127  
COST PER EACH: \$31.10 Anacomp, Inc.

## MICROFILM EQUIPMENT AND SUPPLIES

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22.0 Diazo 105 x 6 x5, 3/8 White Stripe, Blue 2753 (2000 Sheets per Case).

MAKE/BRAND/MODEL: Intelicoat/48029/503331R

COST PER CASE: \$145.00

Anacomp, Inc.

23.0 BOXES: 16mm white with printed lines, 1,000/cs. Craftboard Microfilm.

MAKE/BRAND/MODEL: Zeta/SB16/Z043975

COST PER CASE: \$121.00

Anacomp, Inc.

24.0 MICROFILM: FUJI 35mm x 30.5m (100 ft.).

Pet-25, Fuji Product # HR-20 or equal, 100' rolls, 50 rolls/cs

MAKE/BRAND/MODEL: AGFA#3T8NC

COST PER CASE: \$428.50

Crowley Micrographics

25.0 TAKE-UP REELS: 16mm open flange plastic square/square, 500/cs,  
Microfilm Storage Systems #10077 or equal.

MAKE/BRAND/MODEL: Zeta/OFR16SS/Z043906

COST PER CASE: \$102.05

Anacomp, Inc.

### Contractor Information:

Crowley Micrographics  
5111 Pegasus Court  
Frederick, MD 21704  
Contact: Kathy Hubbard  
Email: [kathyh@thecrowleycompany.com](mailto:kathyh@thecrowleycompany.com)  
Phone: 240-215-0224  
Fax: 240-215-0234

AMS Imaging, Inc.  
2670 Warwick Avenue  
Warwick, RI 02889  
Contact: James Fiore  
Email: [jimpfiore@aol.com](mailto:jimpfiore@aol.com)  
Phone: 401-738-5111  
Fax: 401-732-5424

Anacomp Incorporated  
Micro-Imaging Resources Division  
15378 Avenue of Science  
San Diego, CA 92128  
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